

**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA MILITARY DEPARTMENT AND
THE PERRIS UNION HIGH SCHOOL DISTRICT,
CALIFORNIA MILITARY INSTITUTE**

This MEMORANDUM OF AGREEMENT (“MOA”) is dated August 20, 2020 is entered into in accordance with the California Military and Veterans Code, Section 531, by and between the CALIFORNIA MILITARY DEPARTMENT (“CMD”), and the Board of Trustees of PERRIS UNION HIGH SCHOOL DISTRICT (“PUHSD”), a California public school district, collectively referred to herein as (“Parties.”) Written modification of this MOA may be made by mutual written agreement as set forth below. It is mutually understood and agreed by and between both parties that:

RECITALS

WHEREAS, the California Military Institute (“CMI”) is a publicly funded charter school established and operating under the provisions of the Charter Schools Act of 1992, Education Code section 47600 et seq.; and

WHEREAS, the CMI has been operating since 2003 under a charter petition (“Charter”) approved by PUHSD; and

WHEREAS, the Charter was renewed for a five year period beginning July 1, 2018 and ending June 30, 2023; and

WHEREAS, PUHSD provides supervision and oversight as the chartering agency for The CMI;

WHEREAS, the Governor’s currently approved budget provides CMD funds to support CMI and its programs.

The Recitals to this MOA are incorporated into and shall constitute a part of this MOA.

I. TERM

The term of this MOA shall be from July 1, 2020 until June 30, 2022.

II. PUHSD RESPONSIBILITIES

1. Pursuant to the provisions of the Charter Schools Act of 1992, Education Code section 47600 et seq., and the terms of the MOA between PUHSD and CMI, PUHSD shall continue to provide supervision and oversight of CMI as the chartering agency.
2. Provide appropriate office or classroom space for the CMD personnel assigned to CMI as

deemed appropriate by PUHSD and CMI.

III. RESPONSIBILITIES AND FUNDING REQUIREMENTS OF CMD

1. The CMD shall act in all ways consistent with local, state and federal laws and with the terms of the CMI Charter as approved by PUHSD.
2. Provide funding to CMI that is authorized annually in the Governor's budget to support CMI and its programs. This funding is subject to Military Department approval as necessary. Effective July 1, 2020, a portion of the Category 3 operating funds authorized annually in the Governor's budget to support CMD's role at CMI will be provided directly to CMI to support the operating expenses outlined herein. These funds shall be allocated as follows:
 - a. Fiscal Year 2020-2021 - \$50,000
 - b. Fiscal Year 2021-2022 - \$50,000

This funding shall be used by CMI for operating expenses as it sees fit, necessary and in support of its programs and responsibilities. This may include but is not limited to education for students, camps, training, transportation, uniforms and awards.

PUHSD will request reimbursement on behalf of CMI by providing documentation of purchases in the form of invoices, receipts, or other types of written confirmation of expenditures. Total reimbursements will not exceed the agreed upon annual amount. CMD will remit payments within forty five (45) days of receipt of the reimbursement request.

3. In addition to the fiscal year funding provided for above, CMD will assign and pay for one (1) Non Commissioned Officer in Charge (NCOIC) and an additional seven (7) military cadre personnel as provided for in the CMD budget for CMI. This shall result in a total of eight (8) assigned CMD personnel at CMI. The NCOIC and military cadre shall be appointed by the Military Department with the concurrence of the CMI Principal and PUHSD Superintendent, or designee.
4. All CMD assigned personnel shall be required to comply with the requirements of set forth by the PUHSD Human Resources, including but not limited to Education Code Section 45125.1 with respect to fingerprinting of any CMD personnel who may have contact with students at CMI or within PUHSD.
5. All CMD assigned personnel shall be required to comply with all PUHSD and CMI rules and regulations governing the health, safety and security of PUHSD and CMI, its

students, staff, facilities and property. This may include but is not limited to demonstrating Tuberculosis Clearance, Drug Screening, and written acceptance by CMD personnel of specific PUHSD or CMI rules, regulations or policies, such as the PUHSD policy relating to transporting students, issuance of keys and/or alarm access codes, use of email or CMI equipment.

6. Should CMD personnel be issued keys to access all or part of the CMI campus, it is expressly understood that CMD will be responsible for the cost to re-key the campus or area of campus if any keys are lost or not returned at the conclusion of the employment of any CMD assigned personnel, or upon the termination of this MOA.
7. PUHSD and CMI do not intend to provide CMD personnel with access to or visibility of student records. Should CMD personnel have access to or visibility of student records, it will immediately report such instance to the CMI Principal who will in turn report it to the PUHSD Superintendent or designee. CMD will comply with all necessary actions as determined by the CMI and PUHSD.
8. PUHSD and CMI may determine that one or more assigned CMD personnel may drive students to specific events or programs as determined by the PUHSD Superintendent or designee. If CMD personnel drive students as part of their duties, CMD comply will all regulations set forth by PUHSD.
9. Generally, requests for non-renewal of military orders for CMD personnel, the NCOIC or military cadre personnel, must be received by the CMD, Director, State Personnel not later than ninety (90) days prior to the end of the State fiscal year (1 April). The Commander will approve/disapprove the renewal and non-renewal of military orders. The Adjutant General is the final authority regarding CMD personnel assignments and the renewal, non-renewal of military orders.
 - a. Matters involving the hiring, termination, or renewal/non-renewal of CMD personnel at CMI that cannot be resolved at the local level will be forwarded in writing from the CMI Principal or PUHSD Superintendent or designee or his/her designated representative through the Superintendent, PUHSD to the Youth and Community Programs Task Force Commander for resolution. When a mutually acceptable resolution cannot be reached on a personnel matter, the Adjutant General or his/her designated representative agrees to meet with the Superintendent or his/her designated representative designee, to attempt to reach agreement.

- b. Notwithstanding the above, in the event PUHSD has any concern surrounding the well-being or safety of its students, staff, facilities, or programs, PUHSD may immediately order the removal of any CMD personnel from its facilities, events, etc.,... either on a temporary basis or on a permanent basis, working through the process described in this Section 9.
 - c. PUHSD may also immediately remove or order the removal of or deny access to facilities and events to those CMD personnel who fail to adhere to all PUHSD and CMI rules, regulations and policies, including but not limited to satisfying the fingerprinting requirement as provided in Education Code Section 45125.1, and all health and safety requirements requested by PUHSD or CMI.
10. The NCOIC shall assist CMI in facilitating the military science program at CMI and shall report directly to the Commandant and Principal of CMI for Operational Control (OPCON) which involves the daily activities at the school. The NCOIC also reports to the Senior Enlisted Advisor and Commander, Youth and Community Programs Task Force for Administrative Control (ADCON).
- a. The NCOIC is tasked with the accomplishment of the mission and the seamless integration of the military science program into the overall academic course offerings at CMI. The NCOIC is responsible for providing the CMI with a military environment and training program that will: 1) Develop leadership traits in students. 2) Emphasize teamwork by students. 3) Foster student physical fitness. 4) Reinforce life skills and promote the likelihood of future success. 5) Instill self-discipline in students.
 - b. NCOIC and CMD Personnel duties shall be determined by the CMI Principal and may include duty hours of Monday – Friday from 0700hrs to 1700hrs, to include after hours, weekends and holidays. A sample list of duties is attached hereto as Addendum A (SAMPLE LIST OF DUTIES FOR CMD PERSONNEL)

IV. LEGAL REQUIREMENTS

- a. In accordance with the California Military and Veterans Code, the CMD enters into this MOA with the understanding that CMI will operate as a nonresidential public Charter School that provides a structured, disciplined environment conducive to learning. Both parties agree that the CMI will continue to operate as a public Charter School, authorized and established in accordance with California law to perform the business and personnel

services for the school consistent with its charter as granted by the PUHSD. This MOA is valid and enforceable only if sufficient funds are made available for the CMI by the Budget Act for each Fiscal Year of this MOA. This MOA is further subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bills or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this MOA.

- b. CMD shall defend, hold harmless, and indemnify CMI, PUHSD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages or expenses, including reasonable attorneys’ fees and costs, arising from or connected with CMD’s provision of services or CMD personnel hereunder that arise out of or result from in whole or in part, the negligent, wrongful or willful acts or omission of CMD or any employee, agent, or other person employed by , acting for on behalf of, or affiliated with CMD. This indemnity shall survive the termination of this MOA and/or final payment and is in addition to any rights or remedies that PUHSD may have under law and/or this MOA.

V. SEVERABILITY/TERMINATION

Both parties reserve the right to terminate this MOA upon thirty (30) days written notice to the other party in the event the terms of the MOA are not being fulfilled.

IN WITNESS THEREOF, the parties hereto have executed this MOA on the date written above:

<p>CALIFORNIA MILITARY DEPARTMENT AUTHORIZED REPRESENTATIVE:</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>	<p>PERRIS UNION HIGH SCHOOL DISTRICT AUTHORIZED REPRESENTATIVE:</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>
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ADDENDUM A

SAMPLE LIST OF DUTIES FOR CMD PERSONNEL

California Military Institute State Active Duty (SAD) Military Staff

- Hold first formation every morning for accountability for all cadets.
- In between classes make sure all cadets get to their next class in an orderly and timely matter.
- At lunch have soldiers help manage the lunch areas and make sure cadets clean up after themselves.
- Make sure to keep good order and discipline throughout school day.
- Focus on proper conduct and appearance of all cadets during school.
- Assist teachers in training and mentoring of all cadets.
- Teach and train drill and ceremonies for future competitions to include color and honor guard.
- Hold cadet inspections throughout the week.
- Assist with campus security throughout the day.
- Support and attend community events.
- Attend all summer camps with new cadets at Camp San Luis Obispo.
- Transport cadets to and from Color Guard Presentations, Drill Competitions, Memorial Honor Detail and Military Events.